

FIRST AMENDMENT

THIS FIRST AMENDMENT TO THE AGREEMENT TO DELIVER THE 2013-2014 SAN LUIS OBISPO COUNTY ENERGY PARTNERSHIP PROGRAM dated January 1, 2013 (the "Agreement") is effective as of January 1, 2015 by and between SOUTHERN CALIFORNIA GAS COMPANY ("SCG") AND THE COUNTY of SAN LUIS OBISPO. Terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement. SCG may be referred to individually herein as the "Utility" or collectively as the "Utilities". The County of San Luis Obispo may be referred to herein individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, the Parties previously executed the Agreement effective January 1, 2013 and subsequently amended the Agreement to extend its term through December 31, 2014 in accordance with the applicable decisions of the California Public Utilities Commission ("Commission");

WHEREAS, on November 14, 2013, the Utility submitted its application ("2015 Application") for the implementation of energy efficiency programs to be delivered to California utility customers for the years 2015, which included the a continuation of the San Luis Obispo County Energy Watch Partnership Program through 2015("2015 Program");

WHEREAS, on October 16, 2014, the Commission issued its Decision 14-10-046 approving the continuation of the Energy Efficiency Partnership Programs, which includes the 2015 Program, and the Parties desire to extend the Agreement through the year 2015 under the terms and conditions set forth in the Agreement, except as otherwise provided in this First Amendment; and

WHEREAS, the Parties desire to further amend the Agreement as necessary to provide an authorized budget for the 2015 Program and to update the Agreement as required to reflect the extended 2015 Program cycle.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. To the extent applicable, any reference in the Agreement, as amended, to the "2013-2014 Program" shall also hereby include the 2015 Program.

2. Section 11 of the Agreement is hereby deleted in its entirety and replaced with the following:

11. END DATE FOR PROGRAM AND ADMINISTRATIVE ACTIVITIES

Unless this Agreement is terminated pursuant to Section 25 below, or unless otherwise agreed to by the Parties or so ordered by the Commission, the Parties shall complete all Program Administrative activities (as defined in the PIP) and all reporting requirements by no later than March 31, 2016, and all Direct Implementation and Marketing & Outreach activities by no later than December 31, 2015.

3. Section 12 of the Agreement is hereby deleted in its entirety and replaced with the following:

12. FINAL INVOICES

The County must submit final invoices to the Utility no later than March 31, 2016.

4. Section 25.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

25.1 Term. This Agreement shall be effective as of the Effective Date. Subject to Section 37, the Agreement shall continue in effect until June 30, 2016 unless otherwise terminated in accordance with the provisions of Section 25.2 or 30 below.

5. Section 26 of the Agreement is hereby deleted in its entirety and replaced with the following:

26. WRITTEN NOTICES

Any written notice, demand or request required or authorized in connection with this Agreement, shall be deemed properly given if delivered in person or sent by facsimile, nationally recognized overnight courier, or first class mail, postage prepaid, to the address specified below, or to another address specified in writing by a Party as follows:

The Party:
San Luis Obispo County
Trevor Keith
Department of Planning and Building
1055 Monterey St. Room D120
San Luis Obispo, CA 93408
Tel: (805) 781-1431
Email: tkeith@co.slo.ca.us

SCG:
Southern California Gas Company
Paulo Morais, Energy Programs
Supervisor
555 W. Fifth Street, GT28A4
Los Angeles, CA 90013
Tel: (213) 244-3246
Fax: (213) 244-8252
Email: PMorais@semprautilities.com

Notices shall be deemed received (a) if personally or hand-delivered, upon the date of delivery to the address of the person to receive such notice if delivered before 5:00 p.m. PST (or PDT, as applicable), or otherwise on the Business Day following personal delivery; (b) if mailed, three (3) Business Days after the date the notice is postmarked; (c) if by facsimile, upon electronic confirmation of transmission, followed by telephone notification of transmission by the noticing Party; or (d) if by overnight courier, on the Business Day following delivery to the overnight courier within the time limits set by that courier for next-day delivery.

6. This First Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument.

7.

8. Exhibit B (Southern California Gas Company GOALS & THE SAN LUIS OBISPO COUNTY ENERGY PARTNERSHIP BUDGET) of the Agreement is hereby deleted in its entirety and replaced with the version of Exhibit B Southern California Gas Company 2015 GOALS & PARTNER BUDGET FOR The County of San Luis Obispo attached to this Second Amendment, which attached versions are incorporated herein by reference and made a part of the Agreement.

9. General. From and after the First Amendment Effective Date, any reference to the Agreement contained in any notice, request, certificate or other instrument, document or agreement shall be deemed to mean the Agreement, as amended by any prior amendments to the Agreement, and this First Amendment. In the event of any conflict between the Agreement, as amended, and this First Amendment, this First Amendment shall prevail. All remaining provisions of the Agreement shall remain unchanged and in full force and effect. Each party is fully responsible for ensuring that the person signing this First Amendment on that party's behalf has the requisite legal authority to do so.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to be executed by their duly authorized representatives as of the First Amendment Effective Date.

THE PARTY:

SAN LUIS OBISPO COUNTY

COUNTY OF SAN LUIS OBISPO

By: _____

Chairman of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Date

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL

County Counsel

By:  _____

Asst. Deputy County Counsel

Dated: 11.19.2014

SOCALGAS:

SOUTHERN CALIFORNIA GAS COMPANY

By: _____

Name Printed: Daniel Rendler

Title: Director, Customer Programs, and Assistance

Date: _____

EXHIBIT B

**SAN LUIS OBISPO COUNTY and SOUTHERN CALIFORNIA GAS COMPANY
PARTNERSHIP
2013-2015 GOALS & PROGRAM BUDGET**

2013-2015 Energy Savings (Gross Therm)

	2013	2014	2015	Total
SCG	16,500 Therm	16,500 Therm	16,500 Therm	49,500 Therm

Other non-resource goals are contained in the SCG PIP.

2013-2015 San Luis Obispo County Partnership Total Non-Incentive Budget		\$316,872
SCG Authorized Budget		
SCG Administrative Other	184,273	
SCG Administrative Overhead	15,089	
Total Utility Authorized Budget	199,362	
SLOC Authorized Partner Budget	117,510	
2013-15 Total Non-incentive Program Budget	\$316,872	

Projected Allocations for SLOC Authorized Budget \$120,000

	2013	2014	2015
Administration	\$8,000	\$8,000	\$2,960
Marketing & Outreach	\$10,000	\$10,000	\$10,400
Direct Implementation	\$22,250	\$22,250	\$23,650

- (1) Incentive is a part of SCG Core Program's Incentive Budget. The incentive level is \$1.00 per therm for calculated measures. Incentives for deemed measures are in accordance with the incentive levels for the applicable SCG Core Programs.